



Request For Proposals Wastewater Treatment and Operation Services

**County of San Bernardino
Facilities Management
200 South Lena Road
San Bernardino, CA 92415
May 2004**

I. INTRODUCTION

A. Purpose:

1. The purpose of this Request for Proposal (RFP) is to solicit bids from qualified firms (Contractors) for provision of Waste Water Treatment Services including labor, supplies and equipment per the attached specifications at the Glen Helen Regional Parks, Pavilion, 2555 Glen Helen Parkway, San Bernardino, Wastewater Treatment site in the County of San Bernardino (COUNTY).

B. Period of Contract:

The term of this contract will be for a period not to exceed three (3) years, tentatively scheduled to begin July, 2004 with two (2) one-year optional extensions.

C. Minimum Contractor Requirements

All Contractors must:

1. Have three (3) year's continuous duty as a wastewater Treatment Plant Operator, Grade #3 or above, issued by the State of California Health and Welfare Agency Department of Health Services and must be able to obtain a Grade #4 if required at any time during this contract period.
2. Provide a twenty-four- (24) hour, seven- (7) days a week with a one - (1) hour response for a qualified employee to be on site for any emergencies to the wastewater treatment system.
3. Submit a resume of Vendor's company pertaining to progressive wastewater treatment system operational experience.
4. Have Self Contained Breathing Apparatus (SCBA) training.
5. Be certified in Confined Space Entry and Attendant in compliance with CCR Title 8 section 5156-5158.
6. Experience with a Schreiber Bio-Reel (a dynamic fixed film reactor) wastewater treatment plant is highly desirable.
7. Meet other presentation and participation requirements listed in this RFP.
8. Have the administrative and fiscal capability to provide and manage the proposed services.
9. Maintain a certificate of registration with the State of California Santa Ana Regional Water Quality Control Board as a Contract Wastewater Operator.
10. Maintain a permit to operate a wastewater treatment system.

D. Mandatory Pre-Proposal Conference

All Contractors must attend the Mandatory Pre-proposal Conference at the Facilities Management Office, Conference/Lunchroom, 200 South Lena Road, San Bernardino, California, on **Friday May 21, 2004 at 9:00 a.m.** and the scheduled **Mandatory Job-Walk Immediately following the Mandatory Pre-Proposal Conference** to review all equipment. Attendance at the Conference and Job-Walk is mandatory. Proposals will not be accepted from a Contractor who fails to attend the mandatory proposal conference.

The County may issue an addendum to the RFP after the proposal conference if the County considers that additional clarifications are needed. Only those Contractors represented at the proposal conference will receive addenda.

E. Questions

Questions regarding the contents of this RFP must be submitted in writing on or before 12:00 Noon (Local Time) on Monday, May 17, 2004 and directed to the individual listed in Section I F. Answered questions will be disseminated to all attendees at the Mandatory Pre-Proposal Conference.

F. Correspondence

All correspondence, including proposals, is to be submitted to:

Randy Frazier, Building Services Superintendent
County of San Bernardino – ISG/Facilities Management Department
200 South Lena Road
San Bernardino, CA 92415-0055
Fax Number: (909) 387-3380
E-mail: rfrazier@fm.sbcounty.gov

Fax number and e-mail address may be used to submit questions only. Proposals will not be accepted by e-mail or facsimile.

G. Proposal Submission Deadline.

All proposals must be received at the Administrative Office, Facilities Management Department 200 South Lena Road, San Bernardino no later than 2:00 p.m. on Thursday June 3, 2004. Facsimile or electronically transmitted proposals will not be accepted in lieu of actual receipt. Proposals received after the deadline will be marked "LATE" and will receive no further consideration.

Please do not include any additional information that is not required by this Request for Proposal.

II. PROPOSAL TIMELINE

Release of RFP	May 4, 2004
Deadline for Submission of Questions	12:00 Noon (Local Time) on Monday, May 17, 2004
Mandatory Pre-Proposal Conference	9:00 a.m. (Local Time) on Friday May 21, 2004
Mandatory Job Walk Equipment Inspection	Following the Mandatory Pre-Proposal Conference May 21, 2004
Deadline for Proposals	2:00 p.m. (Local Time) on Thursday June 3, 2004
Evaluation of Proposals	June 2004
Notification of Qualified Contractor/s and negotiations	June 2004
Tentative Award of Contract	June 2004

III. PROPOSAL CONDITIONS.

A. Contingencies

This Request for Proposal (RFP) does not commit the County of San Bernardino to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening and up to the end of the agreement period.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

C. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Contractor's responsibility to ensure that its proposal arrives on or before the specified time.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Contractors agree that all costs incurred in developing this proposal are the Contractor's responsibility.

F. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit a price, technical, or other revisions of their proposals as may result from negotiations.

G. Final Authority

The final authority to award contracts as a result of this RFP rests solely with the County of San Bernardino Board of Supervisors.

H. Award

Award of contract may or may not be an all or nothing basis or by groups of items. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

I. Disclosure Of Criminal And Civil Proceedings

The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

j. Disclosure Of Criminal And Civil Proceedings - Continued

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IV. SCOPE OF SERVICES TO BE PERFORMED

- A.** CONTRACTOR shall perform for the COUNTY, in a good and workmanlike manner subject to the reasonable satisfaction of the COUNTY and subject to the provision hereof, the wastewater treatment and operation services as set forth in this RFP.
- B.** To effectuate the provisions of this contract, Contractor's supervisory personnel shall regularly inspect the premises, the work done by Contractor's personnel and will exercise complete authority over all such employees. The Contractor shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the COUNTY.
- C.** The Contractor must supply the County with an Emergency Notification Plan that includes any emergency call out telephone numbers with an emergency on site response time of one (1) hour.
- D. EMPLOYEES** – All Contractors' employees to have minimum certification to meet Federal, State of California and Local requirements for wastewater treatment and operation services. All Contractor's personnel shall be trained in their assigned tasks, and be able to analyze and resolve wastewater treatment and operation service issues on site and in a safe manner. Contractor's employees must work and wear protective safety equipment according to CAL-OSHA standards. Contractor must submit to the Facilities Management Department on request, Contractor's assigned employees' driver license number, home address, date of birth and social security number to obtain security clearances.

- E. SUPERVISION** – Contractor's supervisory personnel shall regularly inspect the premises, the work done by Contractor's personnel and shall exercise complete authority over all such employees. The Contractor shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the County.
- F. REPORTS** – Contractor shall provide the necessary communications and completed reports to the County and the State as required by Federal, State of California and Local regulations.
- G. JOB STANDARDS** - All work performed by the Contractor shall meet or exceed all applicable safety, environmental, regulations and trade codes. Workmanship shall be in the best standard practices of the trade. Reasonable care needs to be taken while performing tasks in and around County property and Contractor must repair any damage made by Contractor in an appropriate and timely manner. The work area shall be clean and free of debris continuously throughout the workday. Special attention to material and tool control shall be exercised in ALL security areas and or those areas accessed by inmates. Work shall not impede County business, create a nuisance, or endanger County employees and/or the Public.

The Contractor shall take into consideration that during the course of the contract, COUNTY personnel and/or other Contractors may conduct other activities and operations within the elevator equipment areas.

- H. LAWS and REGULATIONS** – Contractor shall be responsible for complying with all applicable State of California Federal and State statutes, codes and regulations including CAL-OSHA, for all work including required REPAIRS, POSTINGS, MONITORING, TESTING, TRAINING, RECORD KEEPING, and REPORTING. Contractor shall also keep the County apprised of all new laws and regulations affecting County owned wastewater treatment system requirements and provide all necessary reports and estimated costs needed for future capital improvements.
- I. EQUIPMENT** - All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the County. County may inspect all supplies and equipment furnished by the Contractor and require inferior supplies be replaced to the satisfaction of the County. All Contractor equipment and tools stored in County owned areas are to be clearly identified as Contractor owned equipment and tools and stored in appropriate storage containers.

V. GENERAL REQUIREMENTS

Contractor shall:

- Comply with all applicable regulations set forth by all governing boards such as the United States Environmental Protection Agency, State of California, County of San Bernardino.
- Be trained in their assigned tasks and in the safe handling of equipment and chemicals. All equipment is to be checked daily for safety. ALL CONTRACTOR'S employees must wear safety and protective gear according to CAL-OSHA standards.
- Recognizes that during the course of the contract, COUNTY personnel and/or other CONTRACTORS may conduct other activities and operations.
- Provide employee(s), which will be able to analyze and resolve wastewater treatment and operation issues on site and provide written recommendations and reports.

- Provide all necessary services and record keeping/reports as required by Title 22 of the State of California Santa Ana Regional Water Quality Control Board and in addition provide a monthly/yearly reports to include the following information:
 - Amount of water treated
 - Average daily flows
 - Amount of discharged water
 - Lab sample reports
 - Any unusual occurrences, etc.
- Provide a Grade 3 or better Operator to provide continuous monitoring at each scheduled entertainment event at the Glen Helen Pavilion and to visit this site daily to inspect site and conditions of equipment. The Treatment Plant receives influent each day and the Operator will be required to adapt to variable wastewater flows and schedule all discharges as needed. The wastewater plant has the capability of storing two hundred forty thousand gallons in storage tanks before entering the wastewater treatment plant.
- Must be able to communicate with all user departments and be able to predict wastewater flows and take the necessary action to accommodate any wastewater issues and to maintain a healthy system.
- Take all necessary wastewater samples required and transport to a lab for results at no additional cost to the County.
- Must maintain the grounds, for at least five (5) feet, around all wastewater facilities, fence lines and any discharge grounds necessary to meet the State of California Santa Ana Regional Water Quality Control Board Guidelines.
- Must have the ability to provide safety and product training to on site County personnel.
- Must provide a guaranteed labor rate to provide additional services and repairs on the wastewater system not listed in this job scope.
- Must be responsible for all wastewater system chemicals, including transportation and delivery of chemicals to all necessary site/s at no additional cost to the County.
- Must supply the County with an Emergency Notification Plan including emergency sewage pumper truck service contacts with advanced service approval from responsible service providers for raw sewage discharge.
- Must be qualified and must maintain all the system components and system preventive maintenance to includes but not limited to the following:
 1. Maintain chart recorder that charts pH, turbidity, flow and conductivity.
 2. Changing oil/grease in all motors.
 3. Cleaning all screens/filters for proper air circulation.
 4. Keep all site/s sanitary.
 5. Maintain all site/s, structures, equipment, fencing, and grounds.
 6. Preventive maintenance of all wastewater system components, sample stations, air vac assemblies, valves, telemetry systems, electronics, painting and enclosures, etc.
 7. Contractor not performing preventative maintenance and causing equipment failure shall make necessary repairs in a timely manner at no cost to the County.

- Contractor shall provide pagers and adapt, use and become familiar with existing emergency page out telemetry service currently in use at the wastewater treatment plant.
- Must maintain the grounds, for at least five – (5) feet, around all wastewater facilities, fire hydrants, meters, backflow devices, air vac assemblies, etc.

VI. GENERAL AGREEMENT TERMS

1. Representation of the County

In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County inquiries within two- (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County.

3. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payments of any Subcontractor's contract.

4. Agreement Assignability

Without the prior written consent of the County, the agreement is not assignable by Contractor either in whole or in part.

5. Agreement Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

6. Licenses and Permits

Contractor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

7. Labor Laws

Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

8. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

9. Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

10. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contractor may be terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

11. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable

12. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County.

13. Right to Monitor and Audit

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by the County. In the event the County determines that Contractor's performance of its duties or other terms of this Agreement are deficient in any manner, County will notify Contractor of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy deficiency and off set the cost thereof from any amounts due the Contractor under this Agreement or otherwise.

14. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

VII. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
4. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

C. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and Subcontractor.

E. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F. Proof of Coverage

The Contractor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

G. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

VIII. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Contractors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Contractor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."
5. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The County will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals.
6. The County reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests, and may waive any informality or immaterial irregularities in a proposal.
7. Hand carried Proposals or Proposals submitted by courier may be delivered to the address listed in Section I, F, only between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Friday, excluding holidays observed by the County. Contractors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

B. Technical

1. Provide a summary of your firm's background and specific experience on similar services.
2. Provide a brief synopsis of the Contractor's understanding of the County's needs and how the Contractor plans to meet those needs.
3. Provide an explanation of any assumptions and/or constraints used in developing the proposal.

C. Proposal Presentation Instructions

1. All proposals must be submitted on 8 ½ x 11 paper, neatly typed, double-sided on recycled paper, with normal (1-inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and four (4) copies, total of five (5), of the complete proposal must be received by the deadline for receipt of proposal specified in Section I, **G** (Proposal Submission Deadline). The original and all copies must be in a sealed envelope or container stating on the outside: Contractor Name, Address, Telephone Number, RFP Title, and Proposal due date.
3. **Cover Page and Statement of Certification**– Attachment A is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Contractor.
4. **Table of Contents** – All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents
5. **References** - Provide names, addresses and telephone numbers of at least five references that have been served by your firm in a capacity similar to that described in Section IV **SCOPE OF SERVICES TO BE PERFORMED**. This information must be included on **Attachment B - References** and submitted as part of the proposal.
6. **Proposal Description** – Provide a detailed description of the proposal being made including a discussion of all items listed in Section IV **SCOPE OF SERVICES TO BE PERFORMED**, including a tentative approach to be used, and items listed above in Section **VIII B. Technical**.
7. **Cost Proposal** - Contractor shall submit cost proposals for the wastewater treatment system as described in this RFP. Itemize all costs as not-to-exceed costs required to accomplish the work as described in Section IV **Scope of Services to be Performed**. Hourly wage rates submitted shall remain in effect until contract completion. The primary consideration in the selection of a Contractor will be the effectiveness of the agency or organization in the delivery of the product and services based on demonstrated performances. Cost effectiveness is only one component, and not necessarily the primary one.
8. **Employment of Former County Officials** - Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this , "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.
9. **Insurance** - Provide evidence of ability to insure as stated in Section VII, **INDEMNIFICATION AND INSURANCE REQUIREMENTS**.
10. **Licenses, Permits and Certifications** – Provide copies of all licenses, permits and certifications as required under Section I, **paragraph C** (Minimum Contractor Requirements).

IX. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. The evaluation will be based on the written proposal as submitted, but may include an oral interview with the top Contractors identified by the evaluation committee. The County will make the award based upon the proposal, which best meets its need.

B. Evaluation Criteria

1. **Initial Review** – Analysis of mandatory submittal requirements. All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b. Contractors must have attended the Mandatory Proposal Conference and Job Walk and Equipment Inspection.
 - c. Contractors must meet the requirements as stated in the Minimum Contractor requirements as outlined in Section I, B.

Failure to meet all of these requirements will result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Contractor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Final Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

Contractor's response and plan to meet all items listed in Sections **IV SCOPE OF SERVICES TO BE PERFORMED, V. GENERAL REQUIREMENTS** and items listed in Section **VIII B. Technical**;

- a. Qualifications and experience in handling wastewater treatment and operation services;
- b. References;
- c. Ability to provide product and services in a timely manner; and
- d. Cost Evaluation.

C. Evaluation Committee

The evaluation team will consist of representatives from the Facilities Management Department and various County departments as deemed appropriate by the Facilities Management Department.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing within three (3) days to the Director of Facilities Management. Failure to do so waives any objection.

Grounds for an appeal is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. The County will consider only those specific issues addressed in the written appeal.

The Director of Facilities Management or designee shall consider the request and respond in writing within ten (10) days. The decision of the Director of Facilities Management shall be final with respect to matters of fact.

All disputes and/or appeals must be submitted to:

David Gibson, Director
County of San Bernardino
Facilities Management Department
200 South Lena Road
San Bernardino, CA 92415

**Attachment A – Cover Sheet and
Certification**

PROPOSAL FOR WASTEWATER TREATMENT AND OPERATION SERVICES

CONTRACTOR'S NAME (*name of firm, entity or organization*): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF CONTRACTOR'S CONTACT PERSON: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

CONTRACTOR'S ORGANIZATIONAL STRUCTURE

___ Corporation ___ Partnership ___ Proprietorship ___ Joint Venture

___ Other (explain): _____

If Corporation, Date Incorporate: _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

CERTIFICATION

THE UNDERSIGNED CERTIFIES AND AGREES ON BEHALF OF THE CONTRACTOR THAT:

1. All declarations in this proposal and attachments are true and the falsity of such representations entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Contractor or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
4. Any additional information the County deems necessary to accurately determine the ability to perform the services proposed will be provided immediately. Furthermore, submission of this proposal constitutes permission by the Contractor for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify the Contractor from further consideration. Such additional information may include evidence of financial ability to perform.
5. The undersigned has the authority to submit the proposal on behalf of the Contractor.

SIGNED: _____

DATE: _____

PRINT NAME: _____ **TITLE:** _____

Attachment B – References

Name of Agency	Contact Name	Phone Number	Dates services provided (from/thru)